

Guy Ruttenberg, Bar No. 207937
guy@ruttenbergiplaw.com
Bassil Madanat, Bar No. 285280
bassil@ruttenbergiplaw.com
RUTTENBERG IP LAW, A PROFESSIONAL
CORPORATION
1801 Century Park East, Suite 1920
Los Angeles, CA 90067
Telephone: (310) 627-2270
Facsimile: (310) 627-2260

Attorney for Plaintiffs
Jason Hullinger, Benjamin de Bont and
Agora Systems, LLC

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

JASON HULLINGER,
an individual,

BENJAMIN DE BONT,
an individual,

AGORA SYSTEMS, LLC,
a California limited liability
company,

Plaintiffs,

v.

KUNAL ANAND,
an individual,

JULIEN BELLANGER,
an individual,

PREVOTY, INC.,
a Delaware corporation,

Defendants.

Case No. 15-cv-7185

**COMPLAINT AND DEMAND FOR
JURY TRIAL FOR:**

- 1. JUDICIAL REINSTATEMENT OF AGORA**
- 2. WRONGFUL DISSOLUTION OF AGORA**
- 3. JUDICIAL ORDER TO EXPEL**
- 4. CORRECTION OF INVENTORSHIP**
- 5. BREACH OF FIDUCIARY DUTY**
- 6. DECLARATORY JUDGMENT OF OWNERSHIP OF INTELLECTUAL PROPERTY**
- 7. DECLARATORY JUDGMENT OF OWNERSHIP OF PREVOTY**
- 8. AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**
- 9. FRAUD**
- 10. MISAPPROPRIATION OF TRADE SECRETS**
- 11. VIOLATION OF LANHAM ACT**
- 12. VIOLATION OF CA UNFAIR COMPETITION LAW § 17200**
- 13. CONVERSION**
- 14. TRESPASS TO CHATTELS**
- 15. CIVIL CONSPIRACY**

JURY TRIAL DEMANDED

1 **COMPLAINT**

2 Plaintiffs Jason Hullinger, Benjamin de Bont and Agora Systems, LLC
3 (collectively “Plaintiffs”), by and through their undersigned attorneys, complain as
4 follows:

5 **NATURE OF ACTION**

6 1. This action arises from Defendant Kunal Anand’s blatant breach of his
7 fiduciary duties as a co-member, managing member and CEO of Agora Systems,
8 LLC (“Agora”) and subsequent misappropriation of intellectual property and other
9 proprietary information and property rightfully owned by Agora, to the detriment of
10 the company and its other co-founders, Jason Hullinger and Benjamin de Bont.

11 2. Despite what appeared to be a productive and trustworthy business
12 relationship between Anand, Hullinger and de Bont, Anand ultimately defrauded the
13 latter two members, unilaterally dissolved Agora, surreptitiously formed a competing
14 business, Prevoty, Inc. (“Prevoty”), and misappropriated Agora’s online security
15 technology and source code for use in conjunction with Prevoty’s business.
16 Defendant Bellanger willingly and knowingly assisted Anand in these actions.

17 3. By this action, Plaintiffs seek, among other things, judicial reinstatement
18 of the wrongfully dissolved Agora, a declaratory judgment reinstating Plaintiffs’ title
19 to their physical and intellectual property that was wrongfully converted by the
20 defendants, injunctive relief halting the defendants’ ongoing misappropriation and
21 infringement of Plaintiffs’ intellectual property rights, and damages for the numerous
22 violations that the defendants have committed thus far.

23 **PARTIES**

24 4. Plaintiff Jason Hullinger (“Hullinger”) is an individual residing in Los
25 Angeles, California.

26 5. Plaintiff Benjamin de Bont (“de Bont”) is an individual residing in
27 Seattle, Washington.

28 6. Plaintiff Agora Systems, LLC (“Agora”) was a limited liability company

1 organized under the laws of California. Agora was wrongfully dissolved, and this
2 action seeks (among other things) to reinstate the company.

3 7. Defendant Kunal Anand (“Anand”) is an individual residing in
4 Calabasas, California.

5 8. Defendant Julien Bellanger (“Bellanger”) is an individual residing in Los
6 Angeles, California.

7 9. Defendant Prevoty, Inc. (“Prevoty”) is a corporation organized and
8 existing under the laws of Delaware, having its principal place of business in Los
9 Angeles, California.

10 **JURISDICTION AND VENUE**

11 10. This Court has subject matter jurisdiction for this action pursuant to 28
12 U.S.C. §§ 1331, 1338 and 1367.

13 11. This Court has personal jurisdiction over Defendants because, among
14 other things, Defendants are California citizens and residents of the State of
15 California, and they live and work in this Judicial District. Defendant Prevoty
16 maintains a business location in the State of California, and transacts business by
17 promoting, advertising and selling products and/or services in the State of California,
18 including products and/or services that infringe Plaintiffs’ intellectual property rights.

19 12. Venue is proper under 28 U.S.C. §§ 1391 (b) and (c) because, among
20 other things, all Defendants are residents of this Judicial District and the State of
21 California. In addition, a substantial part of the events or omissions giving rise to
22 Plaintiffs’ claims occurred in this Judicial District, and a substantial part of the
23 property that is the subject of this action is situated in this Judicial District.
24 Defendants also operate at least one office location within this District, transact
25 business within this District and promote, advertise and sell their infringing products
26 and/or services in this District.

FACTUAL BACKGROUND

Hullinger, de Bont and Anand Are Co-Founders of Agora

13. Hullinger, de Bont and Anand partnered to create a company whose purpose would be to develop an application security monitoring system for managing internet-based user-generated content. Specifically, the technology would use a new method of parsing, tokenizing and data filtering (called content transformation) to prevent malicious users from attacking applications and networks in order to gain sensitive information from other users or the system's database. In doing so, the technology would reduce the risks of various content injections, such as cross-site scripting (XSS) and structured query language (SQL) injections, by these malicious users.

14. To formalize their relationship, Hullinger, de Bont and Anand agreed to form Agora as a California limited liability company.

15. Hullinger, de Bont and Anand agreed that each of them would own an equal share of Agora.

16. The three co-founders further agreed that each of them would hold an officer position within Agora. Anand held the title of Chief Executive Officer (CEO), Hullinger held the title of Chief Technology Officer (CTO) and de Bont held the title of Chief Operating Officer (COO).

17. Anand was tasked with filing paperwork with the California Secretary of State memorializing the co-founders' relationship and understandings. Anand registered Agora with the California Secretary of State on or about February 22, 2012. The Articles of Organization for Agora indicate that the limited liability company would be managed by all of its members.

18. On March 30, 2012, Anand filed Agora's Statement of Information with the California Secretary of State, identifying himself as the sole managing member of Agora.

19. On May 1, 2012, Anand sent Hullinger and de Bont an email

1 representing that the “LLC has been amended” to include both of them as co-
2 founders (the “May 1, 2012 email”). In the May 1, 2012 email, Anand represented
3 that the “revised Statement of Information document has been sent to the State of
4 California.” Addressing the members’ respective ownership interests, Anand wrote:
5 “Since there’s an uneven percentage with there being 3 co-founders, it is set up as:
6 Ben: 33.33%[,] Jason: 33.33%[,] Kunal: 33.34%.” Anand continued: “We can
7 change these percentages without going through the state – we can
8 rock/paper/scissors for the .01%.” A true and correct copy of the May 1, 2012 email
9 is attached hereto as Exhibit A.

10 20. Hullinger and de Bont reasonably and justifiably relied upon Anand’s
11 representations in the May 1, 2012 email, as well as other representations, promising
12 that the California Secretary of State records would reflect the equal ownership and
13 membership of each of Anand, Hullinger and de Bont. Hullinger and de Bont
14 believed that the California Secretary of State records were amended to reflect their
15 ownership interests, as promised by Anand.

16 21. Relying on Anand’s representations, Hullinger and de Bont continued to
17 collaborate with Anand as part of Agora. Over the course of 2012, the three worked
18 together to develop security software technology, including a product that they
19 promoted under the name “Agora Blue.”

20 22. Through Agora, Hullinger, de Bont and Anand also worked together to
21 reach out to prospective investors and potential customers, holding themselves out as
22 co-founders of Agora, as well as a “cohesive and hard-working team,” in pitch decks
23 and presentations.

24 23. In conjunction with developing security software technology including
25 Agora Blue, the three (Hullinger, de Bont and Anand) also collaborated to develop
26 source code for the technology (“Agora Blue Source Code”).

27 24. Hullinger, de Bont and Anand promoted Agora Blue as a product
28 developed for and owned by Agora. For example, Agora’s Company Information

1 PowerPoint, which was intended for distribution to potential investors, stated:

2 “Agora makes data safe through *revolutionary* security appliances and professional
3 services [The] [f]irst product is Agora Blue – developed and tested over the last
4 year[.]”

5 25. While developing their flagship Agora Blue technology, Hullinger, de
6 Bont and Anand also worked to establish the structure and operations of Agora. For
7 example, the team registered the domain name agorasec.com, and each of the three
8 co-founders was assigned an email account ending with @agorasec.com.

9 26. The three co-founders also collaborated to create detailed financial
10 projections outlining their working capital, disbursements, costs and staff needs. As
11 reflected in these financial projections, each of the three co-founders was expected to
12 draw an annual salary of \$175,000.

13 27. On or around May 21, 2012, Agora entered into an agreement with a
14 customer, through which Agora was retained and compensated to perform an
15 “Application Penetration Test to assess the level of security awareness evident in the
16 design of [the customer’s] web sites and API’s to estimate the likelihood of
17 application issue.” Agora utilized the application security monitoring technology
18 developed by Hullinger, de Bont and Anand to complete the Application Penetration
19 Test by June 8, 2012.

20 28. The three co-founders also agreed to open bank accounts for Agora. On
21 or around June 8, 2012, Anand and Hullinger opened four bank accounts for Agora
22 in Los Angeles, with each of them having signing authority over the accounts.
23 When the accounts were created, de Bont was not in Los Angeles and therefore
24 could not be added to the accounts. Per the May 1, 2012 email, it was anticipated
25 that de Bont would be added as a signatory to the accounts at a later time.

26 29. Throughout 2012, Anand repeatedly acknowledged to potential
27 customers and investors that he, Hullinger and de Bont were co-founders of Agora.
28 On or around July 19, 2012, a prospective investor noted that Hullinger, de Bont and

1 Anand were “an exceptionally talented team.” On or around July 20, 2012, Anand
2 wrote to his two co-founders (Hullinger and de Bont) noting that the prospective
3 investor was “impressed with us as a team.”

4 **Anand Introduces Bellanger**

5 30. In or around December 2012, Anand introduced Hullinger and de Bont
6 to his friend, Defendant Bellanger. Anand told Hullinger and de Bont that Bellanger
7 had strong industry connections and could be very helpful in securing investment
8 funding for Agora. Based on these potential connections, Anand suggested that
9 Bellanger join Agora.

10 31. On or around January 12, 2013, Anand sent an email to Hullinger and de
11 Bont, confirming that he “just gave Julien an Agora email (julien.bellanger).”

12 32. By receiving an email account on the agorasec.com domain, Bellanger
13 also received access to Agora’s confidential and proprietary materials.

14 33. On information and belief, Bellanger and Anand discussed various
15 possible roles for Bellanger as part of Agora. On information and belief, it was
16 contemplated that Bellanger might act as an advisor for Agora. At one point, it was
17 proposed that Bellanger might assume the position of CEO at Agora. However, de
18 Bont and Hullinger never agreed to give up any equity or ownership interest in
19 Agora at any time.

20 34. Although Bellanger’s role at Agora was not finalized, he became privy
21 to communications regarding pitches to customers, funding ideas and optimization
22 of the Agora Blue technology, putting him in a special position of trust with respect
23 to Agora and its members. To be sure, after Bellanger became involved with Agora,
24 he worked with Hullinger, de Bont and Anand to pitch the company to various
25 potential customers. Anand included Bellanger in Agora’s strategic decisions and
26 fundraising efforts.

27 35. For example, on February 5, 2013, Anand sent Hullinger, de Bont and
28 Bellanger a status report on Agora’s progress with its demos for two potential social

1 networking customers. In the status report, Anand indicated that Agora was getting
2 “closer to a commercial agreement – something that’s really going to be helpful for
3 fundraising.”

4 36. By taking on a role with Agora, holding himself out as a part of the
5 company’s team, and accepting access to the company’s proprietary and confidential
6 materials, Bellanger also undertook fiduciary obligations to Agora and its members,
7 including Hullinger and de Bont.

8 **Agora Planned to Seek Patent Protection**

9 37. As part of their innovation strategy, the Agora members decided to
10 patent their proprietary technology, including the technology underlying Agora
11 Blue.

12 38. In late 2012 or early 2013, the co-founders searched for counsel who
13 could help them secure patent protection. Acting on behalf of Agora, Anand
14 interviewed potential law firms, and forwarded along to Hullinger and de Bont at
15 least one proposal from a major national law firm.

16 39. Anand, Hullinger and de Bont recognized that they worked together on
17 the technology underlying Agora Blue and, therefore, that each should be identified
18 as an inventor on any prospective patent applications.

19 40. Despite Bellanger’s new involvement with Agora, the original co-
20 founders reaffirmed that each of them should be listed as inventors on any patents
21 relating to Agora Blue—to the exclusion of Bellanger, who had joined later and
22 therefore did not contribute to conception of the technology. Bellanger was of the
23 same view.

24 41. On or about February 5, 2013, Anand explicitly confirmed to Hullinger
25 and de Bont that “[Bellanger] is not on the patents – he joined after the IP was
26 developed . . . he already knows that . . . **the ‘inventors’ of the patent will be us**
27 **three** . . . for [B]lue itself.” Anand further indicated that the team would file a
28 provisional patent application for Agora Blue “immediately,” and that things were

1 “all starting to come together.”

2 **Anand’s Unilateral Shutting-Down of Agora**

3 42. Anand and Bellanger conspired to misappropriate Agora’s physical and
4 intellectual property, re-start Agora under a new name (Prevoty, Inc.) offering
5 substantially the same products and services as Agora, and shut out Hullinger and de
6 Bont from the company.

7 43. On or around February 18, 2013, Anand told Hullinger and de Bont that
8 he would be unilaterally shutting down Agora’s email and network, citing his
9 parents’ divorce as the primary factor.

10 44. On or around February 18, 2013, Anand unilaterally cut-off Hullinger’s
11 and de Bont’s access to their agorasec.com email accounts and cut-off their access to
12 other documents stored on the agorasec.com network.

13 45. As a result of Anand’s actions, Hullinger and de Bont had no way of
14 accessing much of Agora’s materials. They also could not communicate through
15 their agorasec.com email accounts.

16 46. On October 24, 2014, Anand unilaterally filed a Certificate of
17 Cancellation for Agora with the California Secretary of State. In the filing with the
18 California Secretary of State, Anand purported to be the sole member of Agora. In
19 the same document, Anand further represented that the dissolution of Agora “was
20 made by the vote of all of the members.”

21 47. Anand’s statements on the Certificate of Cancellation were materially
22 and willfully false. Anand was not the sole member of Agora. Indeed, his statement
23 to this effect directly contradicts his agreement with Hullinger and de Bont that the
24 three were equal members and co-founders of Agora. Contrary to his statement,
25 there was no “vote of all of the members” of Agora authorizing dissolution of the
26 LLC.

27 48. Anand’s statements on the Certificate of Cancellation also suggest that,
28 contrary to his promises and representations in the May 1, 2012 email, Anand did

1 not file papers with the California Secretary of State reflecting the true ownership
2 percentages and membership status of Hullinger, de Bont and himself.

3 49. Anand did not seek consent from either Hullinger or de Bont to file the
4 Certificate of Cancellation. Hullinger and de Bont did not consent to any dissolution
5 of Agora, much less Anand's filing of the Certification of Cancellation.

6 50. Anand also did not provide Hullinger or de Bont notice that he was
7 filing the Certificate of Cancellation.

8 51. Although purporting to shut down Agora, Anand failed to properly wind
9 up the company. For example, Anand did not distribute to Agora's members any of
10 the company's remaining assets, including intellectual property, cash assets and
11 other property belonging to Agora.

12 52. Anand also embezzled the cash assets of Agora by withdrawing all cash
13 from the Agora bank accounts, without making any distribution to the other
14 members. Over a period of months, Anand slowly deducted money from the Agora
15 bank accounts.

16 53. On or around June 6, 2015, Anand withdrew the remaining balances
17 from Agora's four bank accounts. A true and correct copy of Anand's last
18 withdrawal confirmation from Agora's main account is attached hereto as Exhibit B.

19 54. Anand did not notify Hullinger or de Bont that he was withdrawing
20 funds from Agora's accounts.

21 55. Anand also unilaterally closed Agora's bank accounts without notifying
22 Hullinger or de Bont.

23 **Creation of Prevoty & Misappropriation of Agora's Intellectual Property**

24 56. Bellanger and Anand made preparations to exclude Hullinger and de
25 Bont even before Anand shut out his original co-founders from their email accounts
26 and the company's share drive on February 18, 2013.

27 57. Bellanger registered the domain name Prevoty.com on or around
28 February 10, 2013.

1 58. On or around March 6, 2013, Bellanger and/or Anand incorporated
2 Prevoty, Inc. (“Prevoty”) as a Delaware corporation. Corporate documents for
3 Prevoty identify Bellanger and Anand as executive officers and directors of the
4 company. Bellanger is identified as co-founder and CEO of Prevoty on the
5 company’s website, while Anand is identified as co-founder and CTO.

6 59. Prevoty offers the same or substantially the same security services as
7 Agora.

8 60. For example, Prevoty offers security software for minimizing the risks
9 of malicious cross-site scripting and SQL injections, which may compromise user or
10 database information.

11 61. According to Prevoty’s website, www.prevoty.com, “Prevoty is a
12 security software company dedicated to protecting users and enterprises by solving
13 the difficult challenges related to application security.” Prevoty’s website also states
14 that the company “has developed an application security engine that monitors and
15 protects your applications at runtime[,] providing real-time visibility into what
16 threats the applications are actually seeing and the option of transforming or
17 blocking content and database queries so that everything the application processes is
18 safe.”

19 62. On information and belief, Prevoty uses the same or substantially the
20 same proprietary source code, or a derivation thereof, as the source code developed
21 by Hullinger, de Bont and Anand at Agora.

22 63. On March 15, 2013, Anand filed two patent applications with the United
23 States Patent & Trademark Office (the “PTO”): U.S. Patent Application No.
24 13/839,622 (the “622 Application”) entitled “Systems and Methods for Tokenizing
25 User-Generated Content to Enable the Prevention of Attacks” and U.S. Patent
26 Application No. 13/839,807 (the “807 Application”) entitled “Systems and Methods
27 for Parsing User-Generated Content to Prevent Attacks.” Both applications list
28 Anand as the sole inventor.

1 64. On August 4, 2015, the '807 Application issued as U.S. Patent Number
2 9,098,722 (the "'722 Patent"), listing Anand as the sole inventor, with Prevoty as the
3 assignee.

4 65. The '622 Application is still pending before the United States Patent &
5 Trademark Office.

6 66. Not surprisingly, the systems and methods described in the '722 Patent
7 and '622 Application mirror the technology developed by Hullinger, de Bont and
8 Anand while they were building and promoting Agora, namely, the Agora Blue
9 technology.

10 67. The technology underlying Agora Blue is substantially equivalent to the
11 claimed inventions recited in the '622 Application and '722 Patent, and is the same
12 or substantially similar technology offered by Prevoty today.

13 68. The '622 Application and the '722 Patent describe systems and methods
14 to secure user generated content using tokenization and parsing. Tokenization is a
15 process by which user-generated content is tagged into defined categories for further
16 security processing. Parsing is the process of identifying and removing non-standard
17 and malicious content.

18 69. The claimed inventions recited in the '622 Application and '722 Patent
19 were conceived of and developed by Hullinger, de Bont and Anand in their
20 respective roles at Agora, as the company was attempting to productize new modes
21 of application security monitoring.

22 70. The claimed inventions of the '622 Application and '722 Patent belong
23 to Agora. By unilaterally assigning the '622 Application and the '807 Application to
24 Prevoty, Anand and Prevoty have unlawfully taken possession of these applications,
25 which rightfully belong to Agora.

26 71. On information and belief, Anand and Bellanger secretly collaborated to
27 develop Prevoty, a competing business, while still working with Hullinger and de
28 Bont at Agora.

1 72. On information and belief, Bellanger encouraged Anand to dissolve
2 Agora, establish Prevoty and exclude Hullinger and de Bont from the new company
3 in order to exploit the benefits of Hullinger and de Bont's efforts for themselves.

4 73. On information and belief, Bellanger assisted Anand in incorporating
5 Prevoty and procuring internet space for the new company.

6 74. As a member and officer of Agora, Anand maintained a position of
7 special trust in the company, and was under a fiduciary duty to assign to Agora any
8 and all intellectual property that was conceived of and developed while at Agora and
9 that related to Agora's business.

10 75. Defendants' unlawful use of Agora's intellectual property and
11 proprietary information has allowed Prevoty to divert a substantial amount of
12 investor funding away from Agora by capitalizing on the substantial effort and
13 goodwill Hullinger and de Bont contributed to Agora. For example, following
14 Anand's dissolution of Agora and patent assignments to Prevoty, Prevoty received
15 approximately \$700,000 on March 20, 2013, approximately \$2,400,000 on
16 December 17, 2014, and approximately \$8,000,000 on March 8, 2015 from
17 investment firms.

18 **FIRST CAUSE OF ACTION**

19 **(Judicial Reinstatement of Agora)**

20 76. Plaintiffs restate and incorporate by reference their previous allegations
21 above, as if fully set forth herein.

22 77. Agora was duly registered as a limited liability company with the
23 California Secretary of State on or around February 22, 2012.

24 78. Anand, Hullinger and de Bont were each equal members of Agora with
25 an equal one-third ownership interest in Agora.

26 79. Anand's May 1, 2012 email to Hullinger and de Bont explicitly
27 confirmed that Anand, Hullinger and de Bont would each hold a one-third
28 ownership interest as co-founders and members of Agora.

1 80. On October 24, 2014, Anand filed with the California Secretary of State
2 a fraudulent Certificate of Cancellation purporting to dissolve Agora as a California
3 LLC.

4 81. Anand included materially false factual representations in the October
5 24, 2014 Certificate of Cancellation, including false representations that the
6 dissolution was authorized by a vote of all of the members and that he was the “sole
7 member” of Agora.

8 82. Anand did not have authorization to unilaterally dissolve Agora as a
9 California LLC, and his submission of the Certificate of Cancellation to the
10 California Secretary of State on behalf of Agora was fraudulent.

11 83. In approving the Certificate of Cancellation for Agora, the California
12 Secretary of State relied upon the fraudulent information submitted in Anand’s
13 Certificate of Cancellation.

14 84. Pursuant to California Government Code § 12261(a)(1) and/or
15 12261(a)(2), Plaintiffs request a judicial order for the reinstatement of Agora as a
16 California limited liability company.

17 **SECOND CAUSE OF ACTION**

18 **(Wrongful Dissolution of Agora, Against Defendant Anand)**

19 85. Plaintiffs restate and incorporate by reference their previous allegations
20 above, as if fully set forth herein.

21 86. Agora was duly registered as a limited liability company with the
22 California Secretary of State on or around February 22, 2012.

23 87. Anand, Hullinger and de Bont were each equal members of Agora with
24 an equal one-third ownership interest in Agora.

25 88. Anand’s May 1, 2012 email to Hullinger and de Bont explicitly
26 confirmed that Anand, Hullinger and de Bont would each hold a one-third
27 ownership interest as co-founders and members of Agora.

28 89. Anand wrongfully dissolved Agora when he filed the Certificate of

1 Cancellation with the Secretary of State on October 24, 2014, falsely listing himself
2 as Agora's sole member.

3 90. Pursuant to Cal. Corp. Code § 17704.07, Anand has wrongfully caused
4 the dissolution of Agora and has lost the right to participate in management as a
5 member and a manager of the LLC, thereby forfeiting any and all authority
6 previously vested in him with respect to Agora.

7 **THIRD CAUSE OF ACTION**

8 **(Judicial Order to Expel Defendants Anand and Bellanger from Agora)**

9 91. Plaintiffs restate and incorporate by reference their previous allegations
10 above, as if fully set forth herein.

11 92. Agora was duly registered as a limited liability company with the
12 California Secretary of State on or around February 22, 2012.

13 93. Anand, Hullinger and de Bont were each equal members of Agora with
14 an equal one-third ownership interest in Agora.

15 94. Anand's May 1, 2012 email to Hullinger and de Bont explicitly
16 confirmed that Anand, Hullinger and de Bont would each hold a one-third
17 ownership interest as co-founders and members of Agora.

18 95. Anand began to include Bellanger in the company's strategic decisions
19 in early 2013.

20 96. Anand and Bellanger have engaged and continue to engage in wrongful
21 conduct that has adversely and materially affected Agora's activities.

22 97. Anand and Bellanger have engaged and continue to engage in conduct
23 relating to Agora's activities that make it not reasonably practicable to carry on
24 activities with Hullinger and/or de Bont as members of Agora.

25 98. Anand should be expelled from Agora by judicial order, under Cal.
26 Corp. Code § 17706.02(e).

27 99. To the extent Bellanger is or was a member of Agora, Bellanger should
28 be expelled from Agora by judicial order, under Cal. Corp. Code § 17706.02(e).

FOURTH CAUSE OF ACTION

(Correction of Inventorship, 35 U.S.C. § 256)

100. Plaintiffs restate and incorporate by reference their previous allegations above, as if fully set forth herein.

101. Hullinger, de Bont and Anand jointly conceived of and/or contributed to inventions claimed in the '722 Patent and '622 Application.

102. Hullinger, de Bont and Anand are co-inventors of the claimed subject matter in the '722 Patent and '622 Application.

103. Hullinger and de Bont were omitted as named inventors on the '722 Patent and '622 Application without any fraud on their part.

104. Inventorship on the '722 Patent and '622 Application should be corrected under 35 U.S.C. § 256 to reflect Hullinger and de Bont as named inventors. Hullinger and de Bont are entitled to a judgment that both are inventors of the inventions claimed in the '722 Patent and '622 Application.

FIFTH CAUSE OF ACTION

(Breach of Fiduciary Duty, Against Defendants Anand and Bellanger)

105. Plaintiffs restate and incorporate by reference their previous allegations above, as if fully set forth herein.

106. Agora was duly registered as a limited liability company with the California Secretary of State on or around February 22, 2012.

107. Anand, Hullinger and de Bont were each equal members of Agora with an equal one-third ownership interest in Agora.

108. Anand's May 1, 2012 email to Hullinger and de Bont explicitly confirmed that Anand, Hullinger and de Bont would each hold a one-third ownership interest as co-founders and members of Agora.

109. Hullinger, de Bont and Anand collaborated to develop Agora and its software technology. Each member of the team contributed substantially to Agora's development as a company, including optimization of Agora's technology, reaching

1 out to prospective investors and pitching Agora's technology to a number of
2 potential customers.

3 110. Agora was a member-managed LLC, and Anand was a managing
4 member of Agora.

5 111. Anand held the title of CEO of Agora. Anand held himself out as CEO
6 of Agora.

7 112. As a member, managing member and CEO of Agora, Anand owed
8 Plaintiffs fiduciary duties of loyalty and care.

9 113. By virtue of these fiduciary duties, Anand was required to act in the
10 utmost good faith towards Plaintiffs and to avoid acts and omissions adverse to
11 Plaintiffs' business interests.

12 114. Anand breached his fiduciary duties to Agora, Hullinger and de Bont by
13 *inter alia* (a) starting a competing business, namely Prevoty; (b) unilaterally shutting
14 down Agora's business operations; (c) shutting out Hullinger and de Bont from their
15 Agora emails and other documents hosted on the agorasec.com network; (d) falsely
16 claiming to be the sole member of Agora; (e) falsely claiming that the members of
17 Agora had voted for dissolution; (f) unilaterally filing a Certificate of Cancellation
18 for Agora; (g) promising to file paperwork with the California Secretary of State
19 identifying Hullinger and de Bont as equal members and co-founders of Agora, and
20 representing that he had done so, when Anand had never filed such papers and had
21 no intention of doing so; (h) abandoning Agora's business efforts in the midst of on-
22 going efforts to secure contracts with potential customers and inventors; (i) failing to
23 assign intellectual property rights, including in the '722 Patent and '622 Application,
24 to Agora; (j) failing to name Hullinger and de Bont as inventors on the '722 Patent
25 and '622 Application; (k) assigning (or purporting to assign) Agora's intellectual
26 property rights to Prevoty, despite obligations to assign the intellectual property
27 rights to Agora; (l) misappropriating Agora's trade secrets and other property, such
28 as the Agora Blue Source Code and other proprietary software related to Agora

1 Blue, for use by a competing company; (m) soliciting investment and customers for
2 a competing company; (n) acting as CTO of a competing company; (o) failing to
3 disclose the conduct described above, which created a conflict of interest for Anand;
4 (p) conspiring with others to commit the wrongful conduct described above; (q)
5 embezzling money from Agora, including unilaterally emptying the company's bank
6 accounts and keeping the withdrawn cash for himself; (r) failing to wind up Agora
7 and distribute remaining assets to the other members after unilaterally purporting to
8 dissolve the company; and (s) other wrongful conduct.

9 115. As a member, managing member and CEO of Agora, Anand had a
10 fiduciary duty to apprise Hullinger and de Bont of any corporate opportunity before
11 seizing it. Anand, however, kept Prevoty a secret from Hullinger and de Bont in
12 order to reap the benefits of Agora to the exclusion of Plaintiffs.

13 116. On information and belief, Anand knowingly and willfully performed all
14 the aforementioned activities to financially benefit himself at Plaintiffs' expense.

15 117. As a result of Anand's breach of his fiduciary duties, Plaintiffs have
16 been irreparably injured and have suffered significant monetary damages in an
17 amount to be proven at trial.

18 118. By agreeing to be involved in Agora's strategic and investment
19 decisions—and by accepting access to Agora's confidential and proprietary
20 materials and information—Defendant Bellanger also undertook fiduciary duties to
21 Agora and its members.

22 119. Bellanger breached his fiduciary duties to Agora, Hullinger and de Bont
23 by *inter alia* (a) starting a competing business, namely Prevoty; (b) misappropriating
24 Agora's trade secrets and other property, such as the Agora Blue Source Code and
25 other proprietary software related to Agora Blue, for use by a competing company;
26 (c) soliciting investment and customers for a competing company; (d) acting as CEO
27 of a competing company; (e) failing to disclose the conduct described above, which
28 created a conflict of interest for Bellanger; (f) conspiring with Anand and others to

1 commit the wrongful conduct described above; and (g) other wrongful conduct.

2 120. As a result of Bellanger's breach of his fiduciary duties, Plaintiffs have
3 been irreparably injured and have suffered significant monetary damages in an
4 amount to be proven at trial.

5 121. Defendants have also acted with fraud, oppression and/or malice.
6 Accordingly, Plaintiffs also seek an award of punitive and special damages.

7 **SIXTH CAUSE OF ACTION**

8 **(Declaratory Judgment of Agora's Ownership of Intellectual Property, Against**
9 **Anand and Prevoty)**

10 122. Plaintiffs restate and incorporate by reference their previous allegations
11 above, as if fully set forth herein.

12 123. As a member, managing member and CEO of Agora, Anand had a
13 fiduciary duty to assign any and all patents, copyrights and other intellectual
14 property developed in connection with his work for Agora that relates to Agora's
15 business.

16 124. Hullinger, de Bont and Anand jointly conceived of and/or contributed to
17 the inventions claimed in the '722 Patent and '622 Application. Each had a duty to
18 assign his interest in the patent and application to Agora.

19 125. In violation of his fiduciary duties to Agora, Hullinger and de Bont,
20 Anand purported to assign his entire interest in the '722 Patent and '622 Application
21 to Prevoty, a competitor of Agora.

22 126. Anand's purported assignments of his interest in the '722 Patent and
23 '622 Application to Prevoty are void because (1) Anand was only one of three co-
24 inventors of the claimed inventions, and (2) Anand was under a fiduciary obligation
25 to assign his intellectual property rights to Agora.

26 127. Agora is the rightful owner of all rights and interest in the '722 Patent
27 and '622 Application, as well as any U.S. or foreign applications or issued patents
28 claiming priority therefrom or relating thereto. To the extent necessary, Anand

1 and/or Prevoty should be enjoined to assign all such rights and title to Agora.

2 **SEVENTH CAUSE OF ACTION**

3 **(Declaratory Judgment of Agora's Ownership of Prevoty, Against Anand,**
4 **Bellanger and Prevoty)**

5 128. Plaintiffs restate and incorporate by reference their previous allegations
6 above, as if fully set forth herein.

7 129. As a member, managing member and CEO of Agora, Anand had a
8 fiduciary duty to refrain from competing with Agora and to refrain from seizing for
9 himself opportunities that rightfully belong to the company. Anand further had a
10 fiduciary duty to account to Agora and its members for any property, profit or
11 benefit derived by Anand in the conduct of the LLC's business, or through use of the
12 LLC's property or information, including through the appropriation of any LLC
13 opportunities.

14 130. By agreeing to be involved in Agora's strategic and investment
15 decisions—and by accepting access to Agora's confidential and proprietary
16 materials and information—Defendant Bellanger also undertook these fiduciary
17 duties to Agora and its members.

18 131. In violation of these fiduciary duties, Anand and Bellanger conspired to
19 create a new company (Prevoty) that competes directly with Agora, shut down
20 Agora's business operations and shut out Hullinger and de Bont from Agora's
21 business operations, converted Agora's physical property and misappropriated
22 Agora's trade secrets, confidential information and other intellectual property for the
23 benefit of the new company, and appropriated customer and investment
24 opportunities—all at the expense of Agora and its other members.

25 132. Agora is entitled to an accounting and recovery of all property, profit or
26 benefit derived through use of Agora's property or information, including through
27 the appropriation of any LLC opportunities, including without limitation (a) all stock
28 of Prevoty, (b) all salaries, bonuses, profits and other benefits received by

1 Defendants Prevoty, Anand and/or Bellanger, (c) all moneys and other consideration
2 received as investments by Defendants Prevoty, Anand and/or Bellanger, and (d)
3 any other property, profit or benefit derived through the conduct of a business that
4 competes with Agora, or through use of Agora's property or information, or through
5 the appropriation of any of Agora's opportunities.

6 **EIGHTH CAUSE OF ACTION**

7 **(Aiding and Abetting Breach of a Fiduciary Duty, Against Anand, Bellanger and**
8 **Prevoty)**

9 133. Plaintiffs restate and incorporate by reference their previous allegations
10 above, as if fully set forth herein.

11 134. Bellanger and Anand each assisted the other in breaching his fiduciary
12 duties owed to Plaintiffs.

13 135. Bellanger was aware of Anand's role as a member, managing member
14 and CEO of Agora. Accordingly, Bellanger was on notice as to Anand's fiduciary
15 duties owed to Agora and its members.

16 136. Anand was also aware of Bellanger's role with Agora, as Anand had
17 introduced Bellanger and provided him with access to Agora's confidential and
18 proprietary materials. Accordingly, Anand was also on notice as to Bellanger's
19 fiduciary duties owed to Agora and its members.

20 137. Bellanger took concrete steps to facilitate Anand's breach of his
21 fiduciary duties. Among other things, Bellanger registered the domain name
22 Prevoty.com, assisted Anand in setting up a competing company, agreed to act as
23 CEO of the new company, consented to Anand's role as CTO of the new competing
24 company, and aided and facilitated Anand's misappropriation and conversion of
25 property and opportunities belonging to Agora. Bellanger also serves as Prevoty's
26 Agent for Service of Process in California.

27 138. On information and belief, Bellanger encouraged Anand to shut out
28 Hullinger and de Bont from Agora and to form Prevoty without them.

1 139. On information and belief, Bellanger and Anand secretly collaborated to
2 develop and establish Prevoty while working at Agora, while withholding such
3 information from Hullinger and de Bont.

4 140. Anand also took concrete steps to facilitate Bellanger's breach of his
5 fiduciary duties. Among other things, Anand facilitated Bellanger's access to
6 confidential and proprietary materials at Agora, assisted Bellanger in incorporating a
7 competing business, agreed to act as CTO of the new company, consented to
8 Bellanger's role as CEO of the new competing company, and aided and facilitated
9 the misappropriation and conversion of property and opportunities belonging to
10 Agora.

11 141. On information and belief, Anand and Bellanger willingly performed the
12 above actions having knowledge of the other's fiduciary duties to Plaintiffs.

13 142. As a result of Anand and Bellanger's aiding and abetting of the other's
14 breach of fiduciary duties owed to Plaintiffs, Plaintiffs have suffered and continue to
15 suffer significant damage in an amount to be proven at trial.

16 143. Defendants have also acted with fraud, oppression and/or malice.
17 Accordingly, Plaintiffs also seek an award of punitive and special damages.

18 **NINTH CAUSE OF ACTION**

19 **(Fraud, Against Anand)**

20 144. Plaintiffs restate and incorporate by reference their previous allegations
21 above, as if fully set forth herein.

22 145. Agora was duly registered as a limited liability company with the
23 California Secretary of State on or around February 22, 2012.

24 146. Anand, Hullinger and de Bont were each equal members of Agora with
25 an equal one-third ownership interest in Agora.

26 147. On March 30, 2012, Anand filed Agora's Statement of Information with
27 the California Secretary of State, identifying himself as the sole managing member
28 of Agora.

1 148. On May 1, 2012, Anand sent Hullinger and de Bont an email
2 representing that the “LLC has been amended” to include both of them as co-
3 founders. In the May 1, 2012 email, Anand represented that the “revised Statement
4 of Information document has been sent to the State of California.”

5 149. On October 24, 2014, Anand unilaterally filed a Certificate of
6 Cancellation for Agora with the California Secretary of State. In the filing with the
7 California Secretary of State, Anand purported to be the sole member of Agora. In
8 the same document, Anand further represented that dissolution of Agora “was made
9 by the vote of all of the members.”

10 150. Based upon Anand’s statements in the Certificate of Cancellation, it
11 appears likely that Anand’s statements in his May 1, 2012 email were false, and that
12 Anand never sent any revised Statement of Information to the California Secretary
13 of State. Plaintiffs, however, did not discover the falsity of these statements until
14 recently.

15 151. Moreover, by virtue of his fiduciary relationship with Plaintiffs, Anand
16 had a duty to inform Plaintiffs if he was creating any competing business.

17 152. Anand failed to disclose material information to Hullinger and de Bont
18 regarding his plans to form Prevoty, a competing company.

19 153. On information and belief, all such representations regarding Agora’s
20 LLC documents were false at the time they were made and were known to be false
21 by Anand at such times.

22 154. On information and belief, all such omissions regarding Agora’s LLC
23 documents were material at the time they were omitted and were known to be
24 material by Anand at such times.

25 155. On information and belief, Anand’s fraudulent representations and
26 omissions were made with the intent to defraud Hullinger and de Bont and to induce
27 Hullinger and de Bont to continue developing Agora and its software technology so
28 that he may benefit from Hullinger and de Bont’s efforts and contributions.

1 156. Hullinger and de Bont justifiably relied on the material information, or
 2 lack thereof, provided by Anand. Hullinger and de Bont had no reason to believe
 3 that Anand failed to add them as legal members of Agora or that Anand was secretly
 4 developing and establishing a competing company while actively promoting Agora's
 5 business and technology.

6 157. Hullinger and de Bont have suffered significant and irreparable damages
 7 as a result of Anand's fraudulent misrepresentations and omissions and request
 8 compensatory and punitive damages in an amount to be proven at trial.

9 158. Anand's statements in the Certificate of Cancellation are false. Even if
 10 Anand never revised the Statement of Information, Hullinger and de Bont were
 11 legally members and owners of Agora. Anand was not the "sole member" of the
 12 LLC, nor had the members taken a vote to dissolve the LLC.

13 159. To the detriment of Plaintiffs, the Secretary of State reasonably relied on
 14 Anand's false statements in dissolving Agora.

15 160. Plaintiffs seek damages in an amount to be proven at trial.

16 161. Defendants have also acted with fraud, oppression and/or malice.
 17 Accordingly, Plaintiffs also seek an award of punitive and special damages.

18 162. Plaintiffs have also suffered significant and irreparable damages as a
 19 result of Anand's fraudulent representations to the Secretary of State.

20 **TENTH CAUSE OF ACTION**

21 **(Misappropriation of Trade Secrets, Against Anand, Bellanger and Prevoty)**

22 163. Plaintiffs restate and incorporate by reference their previous allegations
 23 above, as if fully set forth herein.

24 164. Plaintiffs' confidential information, including the Agora Blue Source
 25 Code, relating to Agora's unique underlying software technology derives
 26 independent economic value from not being widely known to the public, and
 27 Plaintiffs used reasonable means to maintain its secrecy.

28 165. On information and belief, Anand, Bellanger and Prevoty knew or had

1 reason to know that Agora's proprietary information, including the Agora Blue
2 Source Code, was protected as a trade secret.

3 166. Anand and Bellanger, as fiduciaries to Agora, were under a duty to
4 maintain the secrecy of Agora's trade secrets and confidential information.

5 167. On information and belief, Defendants improperly appropriated
6 Plaintiffs' confidential and proprietary information and trade secrets, through
7 misrepresentations and other improper means, and used such information without
8 Plaintiffs' express or implied consent, despite having knowledge or reason to know
9 that said acquisition and use was in breach of Anand's and Bellanger's duty to
10 maintain the information's secrecy and value.

11 168. Defendants' misappropriation of Agora's trade secrets violates § 3426.1
12 of the California Civil Code, *i.e.* the Uniform Trade Secrets Act (UTSA).

13 169. As a result of Defendants' unlawful misappropriation and use of Agora's
14 confidential and proprietary information and trade secrets, Plaintiffs have suffered
15 significant harm, entitling them to an injunction under § 3426.2(a) of the UTSA to
16 prevent Defendants' use of such information and materials, damages and attorneys
17 fees under §§ 3426.3(a) and 3426.4 of the UTSA, and exemplary damages under
18 § 3426.3(c), for Defendants' willful and malicious misappropriation of Plaintiffs
19 trade secrets.

20 **ELEVENTH CAUSE OF ACTION**

21 **Violation of Lanham Act, Section 43(a)**

22 **(Unfair Competition under 15 U.S.C. § 1125(a), Against Anand, Bellanger and** 23 **Prevoty)**

24 170. Plaintiffs restate and incorporate by reference their previous allegations
25 above, as if fully set forth herein.

26 171. In light of the proprietary technology that was conceived of and
27 developed by Agora's members to further Agora's business, Defendants' scheming
28 tactics to wrongfully shut down Agora, usurp intellectual property owned by Agora

1 and market such intellectual property as their own, to the exclusion of Agora and its
2 other members, constitutes unlawful, unfair, and/or deceptive business practices in
3 violation of 15 U.S.C. § 1125(a).

4 172. Defendants' unauthorized and infringing use and promotion of the
5 Agora Blue technology under the Prevoty name, after wrongfully forcing Agora to
6 terminate, misrepresents the nature, qualities and/or geographic origin of Agora's
7 and Prevoty's goods and services.

8 173. Defendants knew or should have known that its unauthorized and
9 infringing use and promotion of the Agora Blue technology under the Prevoty name
10 misrepresents the nature, qualities and geographic origin of Agora's and Prevoty's
11 goods and services.

12 174. Defendants' unauthorized and infringing use and promotion of the
13 Agora Blue technology under the Prevoty name, after wrongfully forcing Agora to
14 terminate and stop competing, severely hinders fair competition.

15 175. As an actual and proximate result of Defendants' willful and unfair,
16 unlawful, and/or deceptive business practices, Plaintiffs have suffered and continue
17 to suffer irreparable harm and damage to their business, reputation and goodwill.

18 176. Pursuant to 15 U.S.C. § 1117, Plaintiffs are entitled to damages for
19 Defendants' Lanham Act violations, an accounting for profits made by Defendants
20 on sales of any Prevoty products or services using the Agora Blue Source Code
21 and/or underlying technology, as well as recovery of the costs of this action.
22 Furthermore, Plaintiffs are informed and believe, and on that basis allege, that
23 Defendants' conduct was undertaken willfully and with the intention to misrepresent
24 the products and/or services at issue, making this an exceptional case entitling
25 Plaintiffs to recover additional damages and reasonable attorneys' fees pursuant to
26 15 U.S.C. § 1117.

TWELFTH CAUSE OF ACTION

**(Violation of California Unfair Competition Law, CA Bus. & Prof. Code
§ 17200)**

(Against Anand, Bellanger and Prevoty)

177. Plaintiffs restate and incorporate by reference their previous allegations above, as if fully set forth herein.

178. At the time that Prevoty was created, Agora and Prevoty were direct competitors in the application security monitoring industry.

179. Defendants have engaged in unfair and/or unlawful business practices within the meaning of California's Business and Professions Code § 17200 because, in California and throughout the country, and through various channels of interstate commerce, Defendants have engaged in misappropriation of intellectual property and unfair competitive practices, which violate 15 U.S.C. § 1125(a), among other violations.

180. Defendants' unauthorized and infringing use and promotion of the Agora Blue technology under the Prevoty name, after wrongfully forcing Agora to terminate, has damaged and continues to damage fair competition within the application security monitoring industry, including in California.

181. Defendants' conduct has been anticompetitive, as well as immoral, unethical, oppressive, unscrupulous and substantially injurious to consumers.

182. Defendants' conduct is not beneficial, but in any event, the harm caused by Defendants' conduct outweighs any benefits.

183. Pursuant to California's Business and Professions Code §§ 17203 & 17206, Plaintiffs are entitled to injunctive relief, restitution and disgorgement of Defendants' profits obtained through its unfair competitive practices, to the maximum extent permitted by law.

184. Unless enjoined, Defendants will continue to unfairly compete with Plaintiffs in California, causing harm to the relevant consumers.

THIRTEENTH CAUSE OF ACTION

(Conversion, Against Anand, Bellanger and Prevoty)

185. Plaintiffs restate and incorporate by reference their previous allegations above, as if fully set forth herein.

186. Plaintiffs owned, possessed and/or were entitled to immediate possession of personal property, intellectual property, and other assets, which were converted by Defendants. The converted property includes, among other things, confidential methods, source code, programming, software, documents, emails and other papers, patents and cash held in various bank accounts.

187. Defendants substantially interfered with Plaintiffs' possession and control of their property.

188. Among other things, Defendants substantially interfered with Plaintiffs' possession and control of their property by taking and using Agora's property and other papers when developing and promoting Prevoty's business and technology.

189. Moreover, the methods, source code, programming and software pertaining to Agora's technology all constitute intellectual and physical property created for and rightfully belonging to Plaintiffs. As such, Plaintiffs are entitled to exercise control and ownership over such property.

190. Further, as alleged above, Anand filed with the PTO two patent applications in his own name – the '622 and '807 Applications – describing methods to secure user-generated content through tokenization and parsing. He subsequently assigned these patent applications to Prevoty on December 16, 2014—assignments that Prevoty accepted. The technology in Anand's patent applications constituted the same underlying technology offered by Agora in the Agora Blue product, and is rightfully owned by Agora.

191. Defendants Anand, Bellanger and Prevoty have intentionally and substantially interfered with Agora's property rights by patenting, taking possession of and transferring such intellectual property to Prevoty without Plaintiffs' consent.

1 192. As a result of Defendants' unlawful conversion, Plaintiffs have suffered
2 significant damages and lost profits in an amount to be proven at trial.

3 193. Plaintiffs are also entitled to preliminary and permanent injunctive relief
4 ordering the return of their property.

5 194. Defendants have also acted with fraud, oppression and/or malice.
6 Accordingly, Plaintiffs also seek an award of punitive and special damages.

7 **FOURTEENTH CAUSE OF ACTION**

8 **(Trespass to Chattels, Against Anand)**

9 195. Plaintiffs restate and incorporate by reference their previous allegations,
10 as if fully set forth herein.

11 196. As members and officers of Agora, Hullinger and de Bont were in
12 rightful possession of their Agora email accounts and documents on Agora's shared
13 hard drive.

14 197. Anand intentionally and substantially interfered with Hullinger and de
15 Bont's access to their Agora email accounts and to Agora's shared drive when he
16 unilaterally shut down Agora's network.

17 198. Hullinger and de Bont's email accounts contained valuable information
18 related to their contributions to Agora's proprietary technology and business
19 development strategies.

20 199. Anand's interference has permanently deprived Hullinger and de Bont of
21 access to their Agora email accounts and shared drive, preventing them from
22 obtaining documents and materials, which they have a right to possess.

23 200. In so doing, Anand intentionally and substantially interfered with
24 Hullinger and de Bont's property rights without their consent.

25 201. As a proximate result of Anand's unlawful conduct, Hullinger and de
26 Bont have suffered significant damages in an amount to be proven at trial.

27 202. Defendants have also acted with fraud, oppression and/or malice.
28 Accordingly, Plaintiffs also seek an award of punitive and special damages.

FIFTEENTH CAUSE OF ACTION

(Civil Conspiracy, Against Anand, Bellanger and Prevoty)

203. Plaintiffs restate and incorporate by reference their previous allegations, as if fully set forth herein.

204. Defendants have conspired to implement the wrongful conduct alleged above.

205. On information and belief, Anand and Bellanger surreptitiously agreed—either orally, in writing and/or implicitly through their actions—to undertake the wrongful conduct described above, including shutting down Agora’s operations, shutting out Hullinger and de Bont from their emails and the Agora network, forming a new competing company (Prevoty), dissolving Agora, misappropriating and converting Agora’s property, assigning Agora’s intellectual property rights to Prevoty, and failing to disclose such conduct to Plaintiffs. In doing so, Anand and Bellanger acted both in their personal capacity and in their respective roles with Prevoty.

206. Each of the Defendants was aware of the wrongful conduct and intended that it should occur.

207. Accordingly, each of the Defendants is responsible and liable for the harm caused by the other co-conspirators alleged above.

208. Defendants have also acted with fraud, oppression and/or malice. Accordingly, Plaintiffs also seek an award of punitive and special damages.

ADDITIONAL CAUSES OF ACTION RESERVED

209. Plaintiffs restate and incorporate by reference their previous allegations, as if fully set forth herein.

210. Once Agora is reinstituted as an LLC and the ’722 Patent is properly assigned to Agora, Plaintiffs are likely to amend their Complaint to add a claim for patent infringement.

211. Plaintiffs are investigating whether Defendants have also infringed

1 Plaintiffs' copyright in various source code and other writings belonging to
2 Plaintiffs. Plaintiffs are likely to amend their Complaint to add claims for copyright
3 infringement after discovery on such issues.

4 212. Plaintiffs also intend to seek discovery to ascertain the names of other
5 individuals and/or entities that conspired with Defendants and/or aided Defendants
6 in committing the wrongs alleged above. Plaintiffs intend to amend their Complaint
7 to add claims against these individuals and/or entities.

8 213. Plaintiffs also reserve the right to otherwise amend their Complaint
9 and/or add parties, to the extent permitted by the Court's scheduling order and by the
10 Federal Rules of Civil Procedure.

11 **DEMAND FOR JURY TRIAL**

12 214. Plaintiffs hereby demand a jury trial on all claims, damages and any
13 other issues presented herein that are triable to a jury.

14 **RELIEF REQUESTED**

15 WHEREFORE, Plaintiffs pray that the Court enter judgment against
16 Defendants Anand, Bellanger and Prevoty and in favor of Plaintiffs as follows:

- 17 A. Declare that Anand wrongfully caused the dissolution of Agora under
18 Cal. Corp. Code § 17704.07;
- 19 B. Order the California Secretary of State to reinstate Agora as an active
20 limited liability company, under California Government Code
21 § 12261(a)(1) and/or 12261(a)(2). To the extent that Agora is not
22 reinstated, Plaintiffs Hullinger and de Bont raise their claims asserted
23 herein as former owners of Agora, and seek their pro rata share of
24 damages;
- 25 C. Declare that Anand has lost the right to participate in management as a
26 member and a manager of the LLC, thereby forfeiting any and all
27 authority previously vested in him with respect to Agora;
28

- 1 D. Order that Anand and Bellanger be expelled from Agora, under Cal.
2 Corp. Code § 17706.02(e);
- 3 E. Order correction of inventorship on the '722 Patent and '622
4 Application by adding Hullinger and de Bont as named inventors;
- 5 F. Judgment that Anand and Bellanger breached their fiduciary duties to
6 Plaintiffs, and that all of the Defendants aided Anand and Bellanger's
7 breach of fiduciary duties;
- 8 G. Declaration that the '722 Patent and '622 Application are owned by
9 Agora, and an injunction ordering Anand and Prevoty to assign such
10 rights to Agora;
- 11 H. Declaration that all stock, profits, investments and other property of
12 Prevoty—including any salary, bonuses or other moneys or benefits
13 received by Anand or Bellanger—rightfully belong to Agora, with an
14 accounting of all such stock, profits, investments and other property;
- 15 I. Order enjoining Anand from preventing Plaintiffs' access to Agora's
16 email accounts and shared drive;
- 17 J. Judgment that Defendants have committed fraud, misappropriated
18 Agora's confidential/proprietary information trade secrets, unfairly
19 competed under California and federal law, and wrongfully converted
20 Agora's property;
- 21 K. Compensatory damages caused by Defendants' wrongful conduct
22 outlined herein, to be proven at trial;
- 23 L. Punitive damages for Defendants' intentional, malicious, fraudulent
24 and/or oppressive conduct, and willful and malicious misappropriation
25 of Plaintiffs' trade secrets;
- 26 M. A preliminary and permanent injunction preventing Defendants' use of
27 Plaintiffs' confidential trade secrets;
28

- 1 N. Disgorging of profits and unjust enrichment that have otherwise accrued
2 to Defendants as a result of their wrongful conduct outlined above;
3 O. An award of costs and attorneys' fees to the fullest extent permitted by
4 law;
5 P. Pre-judgment and post-judgment interest to the fullest extent provided
6 by law;
7 Q. Declaration that Defendants have engaged in a civil conspiracy, such
8 that each Defendant is jointly and severally liable for all moneys
9 awarded; and
10 R. Such other and further relief as the Court deems just and proper.

11 DATED: September 11, 2015 By: /s/ Guy Ruttenberg

12 Guy Ruttenberg
13 RUTTENBERG IP LAW, A
14 PROFESSIONAL CORPORATION
15 1801 Century Park East, Suite 1920
16 Los Angeles, CA 90067
17 Telephone: (310) 627-2270
18 Facsimile: (310) 627-2260
19 guy@ruttenbergiplaw.com
20 *Attorney for Plaintiffs*
21
22
23
24
25
26
27
28